

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IC Compliance LLC		07/12/2022	Limited Liability Company: CALIFORNIA
People 2.0 Global, LLC		07/12/2022	Limited Liability Company: DELAWARE
People 2.0 North America LLC		07/12/2022	Limited Liability Company: FLORIDA
People2.0 Workforce Services Canada, ULC	FORMERLY The Staffing Edge ULC	07/12/2022	Unlimited Liability Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5645160	SVVERIFY
Registration Number:	5778368	TALENTBRIDGE BY TALENTWAVE
Registration Number:	5251369	TALENTBRIDGE
Registration Number:	5246384	ICONNECT
Registration Number:	5192694	TALENTBRIDGE
Registration Number:	5143329	TALENTWAVE
Registration Number:	5187874	TALENTWAVE
Registration Number:	4942562	RISK QUOTIENT CALCULATOR
Registration Number:	4303636	ICON
Registration Number:	3780563	ICPAY
Registration Number:	3069426	TALENT LOCATOR
Registration Number:	6487939	PEOPLE 2.0 GLOBAL WORKFORCE DEPLOYMENT
Registration Number:	6487940	POWERED BY PEOPLE 2.0
Registration Number:	6487941	PEOPLE 2.0

TRADEMARK

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900706230

CH \$465.00 5645160

Property Type	Number	Word Mark
Registration Number:	6487942	PEOPLE 2.0
Registration Number:	2744174	PEOPLE 2.0
Registration Number:	3157803	THE INDEPENDENT RECRUITER'S RESOURCE FOR
Registration Number:	4605674	THE STAFFING EDGE

CORRESPONDENCE DATA

Fax Number: 6179799301
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 6179799376
Email: christine.slattery@whitecase.com
Correspondent Name: Christine Slattery, Sr. Legal Assistant
Address Line 1: 75 State Street
Address Line 2: White & Case LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	1185176.0053
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/12/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 12, 2022, by and among IC Compliance LLC, People 2.0 Global, LLC, People 2.0 North America LLC, and People2.0 Workforce Services Canada, ULC (F/K/A The Staffing Edge ULC) (“Grantors”) and ALTER DOMUS (US) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are party to that certain Term Loan Pledge and Security Agreement, dated as of July 12, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantors and pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantors hereby pledge and grant to the Collateral Agent for themselves and for the benefit of the Secured Parties a security interest in all of their right, title and interest in, to and under (a) all Trademarks owned by the Grantors, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

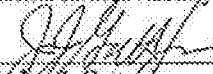
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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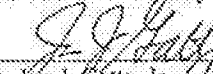
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

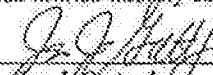
IC COMPLIANCE LLC,
a California limited liability company

By: 
Name: Jon J. Gatta, Jr.
Title: Controller and Treasurer

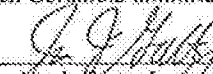
PEOPLE 2.0 GLOBAL, LLC,
a Delaware limited liability company

By: 
Name: Jon J. Gatta, Jr.
Title: Controller and Treasurer

PEOPLE 2.0 NORTH AMERICA LLC,
a Florida limited liability company

By: 
Name: Jon J. Gatta, Jr.
Title: Controller and Treasurer

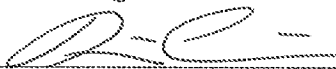
**PEOPLE2.0 WORKFORCE SERVICES
CANADA, ULC,**
a British Columbia unlimited liability company

By: 
Name: Jon J. Gatta, Jr.
Title: Controller and Treasurer

[Signature Page to Term Loan Trademark Security Agreement]

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:  _____

Name: Pinju Chiu



Title: Associate Counsel



[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007777 FRAME: 0582

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

MARK	Serial No./ Filing Date	Registration No./ Registration Date	Owner
SVVERIFY	87750320 10-JAN-2018	5645160 01-JAN-2019	IC Compliance LLC
TALENTBRIDGE BY TALENTWAVE and design 	87365153 09-MAR-2017	5778368 18-JUN-2019	IC Compliance LLC
TALENTBRIDGE and design 	87365190 09-MAR-2017	5251369 25-JUL-2017	IC Compliance LLC
ICONNECT	87282814 28-DEC-2016	5246384 18-JUL-2017	IC Compliance LLC
TALENTBRIDGE	86960832 01-APR-2016	5192694 25-APR-2017	IC Compliance LLC
TALENTWAVE and design 	86951409 24-MAR-2016	5143329 14-FEB-2017	IC Compliance LLC
TALENTWAVE	86910928 17-FEB-2016	5187874 18-APR-2017	IC Compliance LLC
RISK QUOTIENT CALCULATOR and design 	86518217 29-JAN-2015	4942562 19-APR-2016	IC Compliance LLC
ICON and design 	85429886 22-SEP-2011	4303636 19-MAR-2013	IC Compliance LLC

MARK	Serial No./ Filing Date	Registration No./ Registration Date	Owner
ICPAY	77808517 19-AUG-2009	3780563 27-APR-2010	IC Compliance LLC
TALENT LOCATOR	78522609 24-NOV-2004	3069426 14-MAR-2006	IC Compliance LLC
PEOPLE 2.0 GLOBAL WORKFORCE DEPLOYMENT and design 	90123500 19-AUG-2020	6487939 14-SEP-2021	People 2.0 Global, LLC
POWERED BY PEOPLE 2.0	90123516 19-AUG-2020	6487940 14-SEP-2021	People 2.0 Global, LLC
PEOPLE 2.0 and design 	90123528 19-AUG-2020	6487941 14-SEP-2021	People 2.0 Global, LLC
PEOPLE 2.0	90123540 19-AUG-2020	6487942 14-SEP-2021	People 2.0 Global, LLC
PEOPLE 2.0	76336101 13-NOV-2001	2744174 29-JUL-2003	People 2.0 Global, LLC
THE INDEPENDENT RECRUITER'S RESOURCE FOR TEMPORARY AND CONTRACT PLACEMENTS	78741399 27-OCT-2005	3157803 17-OCT-2006	People 2.0 North America, LLC
THE STAFFING EDGE	77116854 27-FEB-2007	4605674 16-SEP-2014	People2.0 Workforce Services Canada, ULC (f/k/a The Staffing Edge ULC)

UNITED STATES TRADEMARK APPLICATIONS: None